

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

OLEGARIO BANUELOS,)	
)	
Plaintiff,)	
)	
v.)	Case: 1:24-cv-04549
)	
ACTION MANAGEMENT GROUP, LLC,)	Hon. Sara L. Ellis
and EASTEK INTERNATIONAL)	
CORPORATION,)	
)	
Defendants.)	
<hr style="width: 45%; margin-left: 0;"/>		
ACTION MANAGEMENT GROUP, LLC,)	
)	
Cross-Plaintiff,)	
)	
v.)	
EASTEK INTERNATIONAL)	
CORPORATION,)	
)	
Cross-Defendant.)	

**CROSS-PLAINTIFF’S ANSWER TO
CROSS-DEFENDANT’S AFFIRMATIVE DEFENSES**

Defendant/Cross-Plaintiff, Action Management Group, LLC (“AMG”), by and through Samuel G. Harrod IV of the law firm of Meltzer, Purtill & Stelle LLC, as and for its Answer to Affirmative Defenses of Defendant/Cross-Defendant Eastek International Corporation, hereby states as follows:

1. On or about October 27, 2023, AMG and Eastek (defined as “Customer” in the agreement) entered into an Agreement for Temporary Personnel, attached to these Affirmative Defenses as Exhibit 1 (the “Agreement”).

Answer: AMG admits the allegations contained in paragraph 1.

2. Section 1 of the Agreement provides as follows:

Customer hereby retains Action Management Group to provide, and Action Management Group hereby agrees to provide, the services described in the

Statement of Work attached hereto as Exhibit A and by this reference made a part hereof (Collectively, the “Services”). The parties acknowledge and agree that from time to time they amend the Statement of Work.

Answer: AMG admits the allegations contained in paragraph 2.

3. The Statement of Work attached as Exhibit A to the Agreement provides a “Description of Work” for Plaintiff, which states: “Fork Lift Operator, Warehouse Associate.”

Answer: AMG admits the allegations contained in paragraph 3.

4. Section 12(a) of the Agreement provides as follows:

Action Management Group agrees to defend, indemnify, and hold Customer harmless from any and all claims, demands, causes of action, judgments, liabilities, penalties, fines, costs and expenses (including reasonable attorneys’ fees and court costs) arising from or relating to a breach by Action Management Group of any of the terms of this Agreement.

Answer: AMG admits the allegations contained in paragraph 4.

5. AMG failed to provide a fork lift operator/warehouse associate to Eastek pursuant to the Agreement when AMG assigned Plaintiff to work at Eastek because Plaintiff exhibited poor performance and did not meet or exceed Eastek’s legitimate expectations.

Answer: AMG denies the allegations contained in paragraph 5.

6. Specifically, Plaintiff engaged in the following which demonstrate poor performance and insubordination:

- a) Could not complete accurate counts of inventory;
- b) Moved inventory from locations and relocated inventory without informing other workers;
- c) Took excessive breaks and exceeded scheduled break times;
- d) Slept on the forklift during working hours;
- e) Failed to punch in or out for the workday;
- f) Became extremely unreliable in his last month of work; and
- g) Otherwise failed to perform his job competently and otherwise failed to meet Defendant EIC’s legitimate expectations.

Answer: AMG denies the allegations contained in paragraph 6.

7. Based on, but not limited to, the foregoing, AMG's actions are breaches of its obligations under Section 1 of the Agreement.

Answer: AMG denies the allegations contained in paragraph 7.

8. Pursuant to Section 12(a) of the Agreement, AMG is obligated to indemnify Eastek for Plaintiff's claims asserted against Eastek in the Complaint.

Answer: AMG denies the allegations contained in paragraph 8.

9. If Eastek is held liable to Plaintiff, then Eastek is entitled to indemnification from AMG.

Answer: AMG denies the allegations contained in paragraph 9.

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ACTION MANAGEMENT GROUP, LLC

By: /s/ Samuel G. Harrod IV
One of its Attorneys